

Conditions of Entry

Use of any ticket, pass, credential or other document (each a Ticket) allowing entry to the Eastern Creek Speedway (Speedway Promotions Pty Ltd) and entry to and presence at the Event by any person (Patron) are subject to the following conditions.

WARNING - MOTOR SPORT IS DANGEROUS

In exchange for being able to attend or participate in the event (and as a condition of the purchase or issue of this ticket), you agree:

- To release the Eastern Creek Speedway, controlling bodies of the sport, promoters, sponsor organisations, land owners and lessees, organisers of the event, race teams, competitors, their respective servants, officials, representatives and agents (collectively, the "**Associated Entities**") from all liability for your death, personal injury (including burns), psychological trauma, loss or damage (including property damage ("**harm**") howsoever arising from your participation in or attendance at the event (including any negligence on the part of the Associated Entities), except to the extent prohibited by law;
- That the Associated Entities do not make any warranty, implied or express, that the event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied; and
- To attend or participate in the event at your own risk,

And you acknowledge that;

- The risks associated with attending or participating in the event include the risk that you may suffer harm as a result of:
- Motor vehicles (or parts of them) colliding with other motor vehicles, persons or property;
- Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- The failure or unsuitability of facilities (including grand-stands, fences and guard rails) to ensure the safety of persons or property at the event.
- Motor sport is dangerous and that accidents causing harm can and do happen and may happen to you.

You accept the conditions of, and acknowledge the risks arising from, attending or participating in the event and being provided with the event services by the Associated Entities.

1. Eastern Creek Speedway, Speedway Promotions Pty Ltd (collectively the "Companies"), with reasonable cause, may refuse entry to or remove any Patron from the Event.
2. Tickets are non-transferable on the day or during the day of presentation. Upon exit, the Patron's hand must be stamped to regain entry on the same day. The stamp must be shown together with a valid Ticket for that day to regain entry.
3. No Patron except the holder of a Ticket allowing entry to a reserved area or occupation of a reserved seat shall enter or remain in a reserved area or occupy a reserved seat.
4. Patrons must not, without the prior written consent of the Companies bring any of the following items into the Event:
 - a. any alcoholic beverages;
 - b. any glass bottles or containers or other glass objects (excluding sunglasses, binoculars and prescription glasses);
 - c. any beverage container (including plastic bottles or cans) with the manufacturer's seal broken;
 - d. any structure or item that may be used to erect a structure, or which is capable of supporting the weight of a person including, without limitation, any chairs, lounges, benches or stools (other than a folding fabric chair or folding fabric stool);
 - e. any structures or item such as sunshades, awnings, tents or other structures cannot be erected in the terraced and viewing areas;
 - f. prohibited weapons or controlled weapons whose possession would constitute an offence under Queensland Law or articles capable of being used as weapons or anything which may be used in a way which adversely affects the safety of Patrons or participants in any race or other activity, damages property, or interferes with the comfort of Patrons or with their enjoyment of the Event;
 - g. any object that could be used to distract, hinder or interfere with the driver or rider of any vehicle or craft taking part in the Event, or disrupt, interrupt, or behave in a manner that may disrupt or interrupt, any race, event or activity, whether intentionally or otherwise including (without limitation) a laser pointer;
 - h. any vehicle or transportation devices, including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades, other than mobility scooters for approved disabled persons;
 - i. any animal (other than, if the person is blind, a guide dog);
 - j. any loud hailer, public address system, electronic or other broadcast device, or any other device which may interfere with electronic or radio communications or broadcasting signals and equipment used by the Companies, or other persons authorised by the Companies in connection with the Event;
 - k. any vehicle or transportation devices, including, without limitation, any motorcar, motorcycle, bicycle, scooter, skateboard, roller skates or roller blades unless authorised;
 - l. any fireworks, flares or distress signals ;
 - m. any item that the Patron intends (or such quantities of the item from which the Companies can reasonably infer that the Patron intends) to distribute, hawk, sell, offer or expose for sale;

- n. any dangerous goods (as defined under Queensland Law);
 - o. any object, device or substance that may be used to deface or damage any part of the area used for the Event including (without limitation) any spray paint;
 - p. any photographic, video or audio recording equipment the Companies deem to be of a commercial nature and unacceptable for the purposes of Condition 6 below, which may include (without limitation) video and digital cameras, audio recorders, camera tripods, monopods or lenses with a total focal strength of greater than 300mm and digital video equipment.
 - q. camera tripods, monopods or other camera stands are not permitted in the public areas.
5. Patrons must not:
- a. damage or uproot any tree, shrub, flower or other plant or disturb or interfere with any fauna;
 - b. climb or attempt to climb or remain on any tree or building without the written consent of the Companies ;
 - c. post, stick or place or attempt to post, stick or place any poster, placard, bill, banner, print, paper or any advertising material on any building, structure, fence, tree or cordon without the prior written consent of the Companies;
 - d. distribute any printed or visual matter or distribute, display or promote any advertising or promotional material, samples of goods or services or any other matter or thing, without the prior written consent of the Companies;
 - e. distribute, hawk, sell, offer or expose for sale any goods or services or collect money or orders from Patrons for goods and services, without the prior written consent of the Companies;
 - f. misuse, deface, damage, remove from the Circuit or tamper with or attempt to misuse, deface, damage, remove from the Circuit or tamper with any building, seat, chair, table, structure, vehicle, craft, truck, pipe, tap, tap fitting, conduit, electrical equipment, wiring or sign or excavate or cause to be excavated any part of the area used for the Event;
 - g. block any thoroughfare including, without limitation, any stairs, steps, aisle, gangway, overpass, roadway, underpass, bridge, passage, entry or exit;
 - h. deposit litter, except in a receptacle provided for that purpose;
 - i. throw or attempt to throw any stone, bottle or other projectile;
 - j. block the view of any patron with an umbrella, sunshade or other device;
 - k. disrupt, interrupt or behave in any manner that may disrupt or interrupt any race, event or activity, distract, hinder or interfere with a driver of any vehicle or craft or interfere with the comfort of other Patrons or their enjoyment of the Event;
 - l. use indecent or obscene language or threatening or insulting words or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
 - m. urinate or defecate otherwise than in a building or structure specifically provided for that purpose;
 - n. operate or use a loud hailer, public address system or other broadcast device;
 - o. conduct public surveys or opinion polls, solicit money, donations or subscriptions from members of the public, without the written consent of the Companies;
 - p. conduct entertainment without a licence from the Companies;
 - q. smoke in a designated no smoking area; or
 - r. use any photographic, video or audio recording equipment the Companies deem unacceptable for the purposes of Condition 6 below, which may include (without limitation) audio recorders, camera tripods, monopods or lenses with a total focal strength of greater than 300mm and digital video equipment or s. use photographic, video or audio recording equipment in areas where such use is prohibited or as otherwise directed by the Companies or its agents.
6. Without limiting any action available to the Companies, it is a condition of entry to the Event that:
- (a) patrons acknowledge that any film or other form of photograph, moving picture, still pictures or any sound recording or and of them (**Footage**) of the Event is approved for personal use only and will not be used for any commercial, internet or broadcast in any public manner;
 - (b) a person cannot make or reproduce or use any film or other form of photograph, moving picture, still pictures or any sound recording or and of them (**Footage**) of the Event or any part of it for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person making the Footage, without the consent of the Companies;
 - (c) if a person makes or reproduces or uses such Footage of the Event or any part of it with or without the consent of the Companies, that person must on request by the Companies assign, in writing, all copyright, all intellectual property and any derived remuneration from the Footage to either the Companies or their assignees as directed by the Companies.
7. Any person who does not comply with these Conditions may be removed from the Event and have their Ticket and any object brought into the Event in contravention of these Conditions may be confiscated by the Companies or its agents. Any Patron who has been removed from the venue is prohibited from re-entering the Event for a minimum period of 24 hours or as decided by the Companies.
8. The Companies may, at any time, inspect any vehicle, bag, basket or other receptacle or require a Patron to turn out their pockets.
9. Dress Standards for Licensed Premises under the Queensland Liquor Act 1992 Management reserves the right to refuse service to any person failing to comply with the following code of conduct: Jackets, or any other clothing or accessory, bearing patches or insignia of any Outlaw Motorcycle Gangs not limited to but including the listed Outlaw Motor Cycle Gangs are not permitted to be worn on these premises at any time.

10. The Companies at any time may revoke any consent given by the Companies.
11. Patrons must comply with all directions of the Companies or its agents.
12. No representation is made to Patrons holding Tickets that there is space available on viewing areas.
13. Concession Patrons must show approved identification to the Ticket seller and at the entrance to the venue.
14. Patrons who bring children to the Event are responsible for the care, conduct and supervision of those children at all times and must keep those children within sight at all times. Children may not be permitted to enter certain areas at the Event for safety or other reasons as determined by the Companies.
15. Patrons acknowledge that the Companies and authorised third parties may make or record film or other forms of moving picture, still picture or any of them of the Event (including, without limitation, of Patrons). Unless otherwise agreed with the Companies, each Patron hereby grants permission to use photographs, film, tape, or other images or likenesses of the Patron, in any media (including publication within or outside Western Australia, Australia) and for any purpose without identification or compensation or payment of any kind.
16. Patrons acknowledge that CCTV cameras may record activities in the venue recordings from which may be used for any purpose as determined by the companies.
17. The Companies collect personal information about Patrons (including, without limitation, the name, address, phone number, image or likeness of Patrons) which is necessary for it to operate the Event including (without limitation) for the purposes of coordinating the seating and/or viewing arrangements at the Event and of conducting research, marketing and promotional activities in relation to the Event and subsequent and related or similar events. Patrons consent to the use and disclosure of their personal information by the Companies to research, marketing and promotional organisations for the above purposes. If Patrons do not wish the Companies to use or disclose their personal information for these purposes or wish to gain access to their personal information held by the Companies (if any), Patrons should contact the Eastern Creek Speedway, c/- PO Box 222 Archerfield Qld 4108.
18. Patrons are reminded that their Ticket, the Event and their entry to and presence at the Event is subject to conditions of sale and these conditions of entry... Details are available from Eastern Creek Speedway, c/- PO Box 222 Archerfield Qld 4108 or at www.easterncreekspeedway.com.au.

Definitions:

Companies: Eastern Creek Speedway, Speedway Promotions Pty Ltd and its authorised, agents, contractors, staff and officials.

Venue: Eastern Creek Speedway, Ferrers Road, Eastern Creek New South Wales.

Event: Any racing, practice, promotion, activity, occurrence or show held at the venue.

Ticket: Any ticket, pass, credential or other document issued for access to the venue for any event whether paid or complimentary.

Patron: Any person attending the venue for an event.